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6                   UNITED STATES DISTRICT COURT  
7                   FOR THE EASTERN DISTRICT OF CALIFORNIA  
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10           ENLOE MEDICAL CENTER, A California  
11           Non-Profit Public Benefit Corporation,

12           PLAINTIFF,

13           V.

14           HEALTHSCOPE BENEFITS, INC., A  
15           Delaware For-Profit Corporation; And Does  
16           1 Through 25, Inclusive,

17           DEFENDANTS

18           Case No.: 2:21-cv-01277-TLN-DMC

19           District Judge: Hon. Troy L. Nunley  
20           Magistrate Judge Dennis M. Cota

21           **STIPULATED PROTECTIVE  
22           ORDER**

1       **1. PURPOSES AND LIMITATIONS**

2       Disclosure and discovery activity in this action are likely to involve production of  
3 confidential, proprietary, or private information for which special protection from  
4 public disclosure and from use for any purpose other than prosecuting this litigation  
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to discovery  
8 and that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles. The parties further acknowledge, as set forth in Paragraph  
11 12.3, below, that this Proposed Protective Order does not entitle them to file  
12 confidential information under seal; Local Rule 141 sets forth the procedures that must  
13 be followed and the standards that will be applied when a party seeks permission from  
14 the court to file material under seal.

15       Based upon the Stipulation of the parties and pursuant to Rule 26(c) of the  
16 Federal Rules of Civil Procedure, IT IS HEREBY ORDERED that:

17       **2. DEFINITIONS**

18       2.1   Challenging Party: a Party or Non-Party that challenges the designation of  
19 information or items under this Order.

20       2.2   “CONFIDENTIAL” Information or Items: information (regardless of how  
21 it is generated, stored or maintained) or tangible things that qualify for protection under  
22 Federal Rule of Civil Procedure 26(c), including but not limited to patient records and  
23 data, claim files, non-public financial records and data, employee or personnel files,  
24 customer or client lists, confidential contracts, other healthcare-related information  
25 protected by The Health Insurance Portability and Accountability Act of 1996, and all  
26 other information that the party in good faith believes will, if disclosed, cause harm to  
27 the Producing Party’s competitive position.

1       2.3    “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:  
2 subset of information (regardless of how it is generated, stored or maintained) or  
3 tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c)  
4 subject to limited disclosure as set forth in Paragraph 7.3, that will, if disclosed, cause  
5 substantial competitive and economic harm to the Producing Party. This includes, but  
6 is not limited to, trade secrets, HealthSCOPE’s proprietary claims-review and audit  
7 processes, and all other non-public, proprietary financial, regulatory, or strategic  
8 information and data, to the extent that any of these categories of information or  
9 tangible things will, if disclosed, cause substantial competitive and economic harm to  
10 the Producing Party.

11       2.4    Counsel (without qualifier): Outside Counsel of Record and House  
12 Counsel (as well as their support staff).

13       2.5    Designating Party: a Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”  
15 or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

16       2.5    Disclosure or Discovery Material: all items or information, regardless of  
17 the medium or manner in which it is generated, stored, or maintained (including, among  
18 other things, testimony, transcripts, and tangible things), that are provided, produced or  
19 generated in relation to the claims and disputes in this matter or in disclosures or  
20 responses to discovery in this matter.

21       2.6    Expert: a person with specialized knowledge or experience in a  
22 matter pertinent to the litigation who has been retained by a Party or its counsel to  
23 serve as an expert witness or as a consultant in this action.

24       2.7    House Counsel: attorneys who are employees of a party to this  
25 action. House Counsel does not include Outside Counsel of Record or any other  
26 outside counsel.

27       2.8    Non-Party: any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this action.

1       2.9 Outside Counsel of Record: attorneys who are not employees of a party to  
2 this action but are retained to represent or advise a party to this action and have  
3 appeared in this action on behalf of that party or are affiliated with a law firm which has  
4 appeared on behalf of that party.

5       2.10 Party: any party to this action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8       2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this action.

10      2.12 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
13 their employees and subcontractors.

14      2.13 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL” or CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY.”

17      2.14 Receiving Party: a Party that receives Disclosure or Discovery  
18 Material from a Producing Party.

19      2.15 HealthSCOPE: HealthSCOPE Benefits, Inc. and its affiliated companies.

20      **3. SCOPE**

21      The protections conferred by this Stipulation and Order cover not only Protected  
22 Material (as defined above), but also any and all copies, excerpts, or compilations of  
23 Protected Material. However, the protections conferred by this Stipulation and Order  
24 do not cover the following information: (a) any information that is in the public domain  
25 at the time of disclosure to a Receiving Party or becomes part of the public domain after  
26 its disclosure to a Receiving Party as a result of publication not involving a violation of  
27 this Order, including becoming part of the public record through trial or otherwise; and  
28 (b) any information known to the Receiving Party prior to the disclosure or obtained by

1 the Receiving Party after the disclosure from a source who obtained the information  
2 lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
3 Protected Material at trial shall be governed by a separate agreement or order.

4       **4. DURATION**

5       Even after final disposition of this litigation, the confidentiality obligations  
6 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
7 in writing or a court order otherwise directs. Final disposition shall be deemed to be the  
8 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;  
9 and (2) final judgment herein after the completion and exhaustion of all appeals,  
10 rehearings, remands, trials, or reviews of this action, including the time limits for filing  
11 any motions or applications for extension of time pursuant to applicable law.

12       **5. DESIGNATING PROTECTED MATERIAL**

13       **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

14       Each Party or Non-Party that designates information or items for protection under  
15 this Order must take care to limit any such designation to specific material that qualifies  
16 under the appropriate standards.

17       If it comes to a Designating Party's attention that information or items that it  
18 designated for protection do not qualify for protection, that Designating Party must  
19 promptly notify all other Parties that it is withdrawing the mistaken designation.

20       **5.2 Manner and Timing of Designations.**

21       Except as otherwise provided in this Order (see, e.g., Paragraph 5.2(a) below), or  
22 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
23 protection under this Order must be clearly so designated before the material is  
24 disclosed or produced. Designation in conformity with this Order requires:

25               (a) for information in documentary form (e.g., paper or electronic  
26 documents, but excluding transcripts of depositions or other pretrial or trial  
27 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or  
28 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains

1 protected material. If only a portion or portions of the material on a page qualifies for  
2 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
3 by making appropriate markings in the margins).

4                   (b) for testimony given in a deposition, confidentiality designations shall  
5 be made either on the record or by written notice to the other party within 14 days of  
6 receipt of the transcript. Unless otherwise agreed, depositions shall be treated as  
7 “Confidential” during the 14-day period following receipt of the transcript. The  
8 deposition of any witness (or any portion of such deposition) that encompasses  
9 Confidential information shall be taken only in the presence of persons who are  
10 qualified to have access to such information.

11                   (c) for information produced in some form other than documentary and for  
12 any other tangible items, that the Producing Party affix in a prominent place on the  
13 exterior of the container or containers in which the information or item is stored the  
14 legend “CONFIDENTIAL” or CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If  
15 only a portion or portions of the information or item warrant protection, the Producing  
16 Party, to the extent practicable, shall identify the protected portion(s).

17                 5.3     Inadvertent Failures to Designate.

18                 If timely corrected, an inadvertent failure to designate qualified information or  
19 items does not, standing alone, waive the Designating Party’s right to secure protection  
20 under this Order for such material. Upon timely correction of a designation, the  
21 Receiving Party must make reasonable efforts to assure that the material is treated in  
22 accordance with the provisions of this Order.

23                 6.     **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24                 6.1     Timing of Challenges.

25                 Any Party or Non-Party may challenge a designation of confidentiality at any  
26 time. Unless a prompt challenge to a Designating Party’s confidentiality designation is  
27 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
28 or a significant disruption or delay of the litigation, a Party does not waive its right to

1 challenge a confidentiality designation by electing not to mount a challenge promptly  
2 after the original designation is disclosed.

3       6.2 Meet and Confer.

4           The Challenging Party shall initiate the dispute resolution process by providing  
5 written notice of each designation it is challenging and describing the basis for each  
6 challenge. To avoid ambiguity as to whether a challenge has been made, the written  
7 notice must recite that the challenge to confidentiality is being made in accordance with  
8 this specific paragraph of the Protective Order. The parties shall attempt to resolve each  
9 challenge in good faith and must begin the process by conferring directly (in voice to  
10 voice dialogue; other forms of communication are not sufficient) within 14 days of the  
11 date of service of notice. In conferring, the Challenging Party must explain the basis for  
12 its belief that the confidentiality designation was not proper and must give the  
13 Designating Party an opportunity to review the designated material, to reconsider the  
14 circumstances, and, if no change in designation is offered, to explain the basis for the  
15 chosen designation. A Challenging Party may proceed to the next stage of the challenge  
16 process only if it has engaged in this meet and confer process first or establishes that the  
17 Designating Party is unwilling to participate in the meet and confer process in a timely  
18 manner

19       6.3 Judicial Intervention.

20           If the Parties cannot resolve a challenge without court intervention, the  
21 Designating Party shall file and serve a motion to retain confidentiality within 21 days  
22 of the initial notice of challenge or within 14 days of the parties agreeing that the meet  
23 and confer process will not resolve their dispute, whichever is earlier. Each such motion  
24 must be accompanied by a competent declaration affirming that the movant has  
25 complied with the meet and confer requirements imposed in the preceding paragraph.  
26 Failure by the Designating Party to make such a motion including the required  
27 declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
28 confidentiality designation for each challenged designation. In addition, the Challenging

1 Party may file a motion challenging a confidentiality designation at any time if there is  
2 good cause for doing so, including a challenge to the designation of a deposition  
3 transcript or any portions thereof. Any motion brought pursuant to this provision must  
4 be accompanied by a competent declaration affirming that the movant has complied  
5 with the meet and confer requirements imposed by the preceding paragraph. The burden  
6 of persuasion in any such challenge proceeding shall be on the Designating Party.

7 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
8 unnecessary expenses and burdens on other parties) may expose the Challenging Party  
9 to sanctions. Unless the Designating Party has waived the confidentiality designation by  
10 failing to file a motion to retain confidentiality as described above, all parties shall  
11 continue to afford the material in question the level of protection to which it is entitled  
12 under the Producing Party's designation until the court rules on the challenge.

13       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

14       **7.1 Basic Principles.**

15       A Receiving Party may use Protected Material that is disclosed or produced by  
16 another Party or by a Non-Party in connection with this case only for prosecuting,  
17 defending, or attempting to settle this litigation or related litigation involving some or  
18 all of the parties hereto. Such Protected Material may be disclosed only to the  
19 categories of persons and under the conditions described in this Order. When the  
20 litigation has been terminated, a Receiving Party must comply with the provisions of  
21 Paragraph 13 below.

22       Protected Material must be stored and maintained by a Receiving Party at a  
23 location and in a secure manner that ensures that access is limited to the persons  
24 authorized under this Order.

25       **7.2 Disclosure of "CONFIDENTIAL" Information or Items.**

26       Unless otherwise ordered by the court or permitted in writing by the Designating  
27 Party, a Receiving Party may disclose any information or item designated  
28 "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, licensed private investigators retained by Counsel, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items.

Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

- (a) the Receiving Party's Outside Counsel of Record in this action;
- (b) HealthSCOPE's House Counsel in this action;

1       The Receiving Party's House Counsel, who is not, and will not be, involved in  
2 the negotiation, drafting, evaluation or implementation of hospital services contracts  
3 and does not share the Discovery Material, or the contents thereof, with directors,  
4 officers, or employees who negotiate or implement hospital services contracts. That  
5 Receiving Party's House Counsel will have executed the "Acknowledgment and  
6 Agreement to Be Bound" (Exhibit A);

7           (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
8 is reasonably necessary for this litigation and who have signed the "Acknowledgment  
9 and Agreement to Be Bound" (Exhibit A);

10           (d) the court and its personnel;

11           (e) court reporters and their staff, professional jury or trial consultants, mock  
12 jurors, licensed private investigators retained by Counsel, and Professional Vendors to  
13 whom disclosure is reasonably necessary for this litigation and who have signed the  
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15           (f) during their depositions, witnesses in the action to whom disclosure is  
16 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be  
17 Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
18 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
19 Protected Material must be separately bound by the court reporter and may not be  
20 disclosed to anyone except as permitted under this Stipulated Protective Order.

21           (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information.

23           **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
24           **PRODUCED**

25       If a Party is served with a subpoena or a court order issued in other litigation that  
26 compels disclosure of any information designated by an opposing or third party in this  
27 Action as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY,"  
28 that Party must:

1                 (a) unless prohibited by a Court Order, or specifically prohibited by a statute or  
2 regulation cited to the producing party by the requesting party, promptly notify in  
3 writing the Designating Party. Such notification shall include a copy of the subpoena or  
4 court order, unless prohibited by law;

5                 (b) promptly notify in writing the party who caused the request, or subpoena, or  
6 order to issue in the other litigation that some or all of the material covered by the  
7 subpoena or order is subject to this Protective Order. Such notification shall include a  
8 copy of this Stipulated Protective Order; and

9                 (c) when applicable, as set forth in Paragraph 8 (a) above, cooperate with respect  
10 to all reasonable procedures sought to be pursued by the Designating Party whose  
11 Protected Material may be affected. However, the parties must follow the procedures  
12 set forth in Federal Rule of Civil Procedure 45(d)(2) when asserting that subpoenaed or  
13 requested information is subject to a privilege. The filing of a motion for a protective  
14 order does not, by itself, stay compliance with a subpoena.

15                 If the Designating Party timely seeks a protective order from a court of  
16 competent jurisdiction, the Party served with the subpoena or court order shall not  
17 produce any information designated in this action as “CONFIDENTIAL” before a  
18 determination by the court from which the subpoena or order issued, unless the Party  
19 has obtained the Designating Party's permission or as otherwise required by law or  
20 court order. The Designating Party shall bear the burden and expense of seeking  
21 protection in that court of its confidential material and nothing in these provisions  
22 should be construed as authorizing or encouraging a Receiving Party in this Action to  
23 disobey a lawful directive from another court.

24                 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
25 PRODUCED**

26                 9.1         The terms of this Order are applicable to information, documents and/or  
27 tangible things produced by a Non-Party in this action, and designated as  
28 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS' EYES ONLY.” Such

1 information produced by Non-Parties, when so designated by the Non-Party upon  
2 production or by any other Party pursuant to Paragraph 9.2 below, is protected by the  
3 remedies and relief provided by this Order. Nothing in these provisions should be  
4 construed as prohibiting a Non-Party from seeking additional protections.

5       9.2     In the event that a Party is required, by a valid discovery request, to  
6 produce a Non-Party's confidential information in its possession, and the Party is  
7 subject to an agreement with the Non-Party not to produce the Non-Party's confidential  
8 information, then the Party shall:

9               (a) promptly notify in writing the Requesting Party and the Non-Party that  
10 some or all of the information requested is subject to a confidentiality agreement with a  
11 Non-Party;

12               (b) promptly provide the Non-Party with a copy of the Stipulated  
13 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
14 specific description of the information requested; and

15               (c) make the information requested available for inspection by the Non-  
16 Party.

17       If the Non-Party fails to object or seek a protective order from this Court within  
18 fourteen (14) days of receiving the notice and accompanying information, the Receiving  
19 Party may produce the Non-Party's confidential information responsive to the discovery  
20 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
21 produce any information in its possession or control that is subject to the confidentiality  
22 agreement with the Non-Party before a determination by the court. Absent a court order  
23 to the contrary, the Non-Party shall bear the burden and expense of seeking protection  
24 in this court of its Protected Material.

25       **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26       If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing

1 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
2 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
3 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
4 request such person or persons to execute the “Acknowledgment and Agreement to Be  
5 Bound” that is attached hereto as Exhibit A.

6 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
7 **OTHERWISE PROTECTED MATERIAL**

8 In accordance with Federal Rule of Civil Procedure 26(b)(5)(B) and Federal Rule  
9 of Evidence 502, any Party who inadvertently produces Discovery Material that is  
10 privileged or otherwise immune from discovery shall, promptly upon discovery of such  
11 inadvertent production, so advise the Producing Party and request that the Discovery  
12 Materials be returned. The Receiving Party shall return, sequester, or destroy such  
13 inadvertently produced Discovery Materials, including all copies, within five (5)  
14 business days of receiving such a written request. The Party returning such  
15 inadvertently produced Discovery Materials may thereafter seek re-production of any  
16 such Discovery Materials pursuant to applicable law.

17 **12. MISCELLANEOUS**

18     12.1 Right to Further Relief.

19         Nothing in this Order abridges the right of any person to seek its modification by  
20 the court in the future.

21     12.2 Right to Assert Other Objections.

22         By stipulating to the entry of this Protective Order no Party waives any right it  
23 otherwise would have to object to disclosing or producing any information or item on  
24 any ground not addressed in this Stipulated Protective Order. Similarly, no Party  
25 waives any right to object on any ground to use in evidence of any of the material  
26 covered by this Protective Order.

1           12.3 Filing Protected Material.

2           Without written permission from the Designating Party or a court order secured  
3 after appropriate notice to all interested persons, a Party may not file in the public  
4 record in this action any Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Local Rule 141. Protected Material may only be  
6 filed under seal pursuant to a court order authorizing the sealing of the specific  
7 Protected Material at issue. Pursuant to Local Rule 141, a sealing order will issue only  
8 upon a request establishing that the Protected Material at issue is privileged, protectable  
9 as a trade secret, or otherwise entitled to protection under the law. If a Receiving  
10 Party's request to file Protected Material under seal pursuant to Local Rule 141 is  
11 denied by the court, then the Receiving Party may file the information in the public  
12 record unless otherwise instructed by the court.

13           **13. FINAL DISPOSITION**

14           Within 60 days after the final disposition of this action, as defined in paragraph 4,  
15 each Receiving Party must return all Protected Material to the Producing Party or  
16 destroy such material. As used in this subdivision, "all Protected Material" includes all  
17 copies, abstracts, compilations, summaries, and any other format reproducing or  
18 capturing any of the Protected Material. Whether the Protected Material is returned or  
19 destroyed, upon request, the Receiving Party must submit a written certification to the  
20 Producing Party (and, if not the same person or entity, to the Designating Party) by the  
21 60 day deadline that (1) identifies (by category, where appropriate) all the Protected  
22 Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
23 retained any copies, abstracts, compilations, summaries or any other format reproducing  
24 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
25 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
26 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,  
27 expert reports, attorney work product, and consultant and expert work product, even if  
28 such materials contain Protected Material. Any such archival copies that contain or

1 constitute Protected Material remain subject to this Protective Order as set forth in  
2 Paragraph 4 (DURATION).

3

4 Pursuant to the parties' stipulation, which has been signed by all counsel, see  
5 ECF No. 9, **IT IS SO ORDERED.**

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8 Dated: April 8, 2022

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DENNIS M. COTA  
UNITED STATES MAGISTRATE JUDGE

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of

[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [\_\_\_\_\_] in the case of *Enloe Medical Center v. HealthSCOPE Benefits, Inc.* Case No. 2:21-cv-01277-TLN-DMC.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where sworn and signed:

Printed name:

[printed name]

Signature:

[signature]

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